

|  |                           |  |  |  |  |  |                                      |  |  |
|--|---------------------------|--|--|--|--|--|--------------------------------------|--|--|
| <b>REQUEST FOR QUOTATIONS</b><br><b>(THIS IS NOT AN ORDER)</b>   |                           | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE |  |  | PAGE    OF PAGES<br>1                      19  |  |                                      |  |  |
| 1. REQUEST NO.<br>DAKF40-02-T-0224   |                           | 2. DATE ISSUED<br>06-Sep-2002  |  | 3. REQUISITION/PURCHASE<br>REQUEST NO.<br>NC001P-E2CO-N001 |  | 4. CERT. FOR NAT. DEF.<br>UNDER BDSA REG. 2<br>AND/OR DMS REG. 1 |                                      | RATING   |  |
| 5a. ISSUED BY<br>INSTALLATION BUSINESS OFFICE CONTRACTING<br>ACQUISITION DIVISION<br>BUILDING 3-1632<br>BUTNER ROAD<br>FORT BRAGG NC 28310-5000  |                           |  |  |  | 6. DELIVER BY (Date)<br><br><b>SEE SCHEDULE</b>  |  |                                      |  |  |
|  |                           |  |  |  | 7. DELIVERY<br>[ X ] FOB                                      [   ] OTHER<br>DESTINATION                                      (See Schedule) |  |                                      |  |  |
| 5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls)<br>JOE P. BLEDSOE                                      (910) 396-5161  |                           |  |  |  |  |  |                                      |  |  |
| 8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE  |                           |  |  |  | 9. DESTINATION (Consignee and address, including ZIP Code)<br><br><b>SEE SCHEDULE</b>  |  |                                      |  |  |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS:<br>(Date) 17-Sep-2002  |                           |  |  |  |  |  |                                      |  |  |
| <b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter. |                           |  |  |  |  |  |                                      |  |  |
| 11. SCHEDULE (Include applicable Federal, State, and local taxes)  |                           |  |  |  |  |  |                                      |  |  |
| ITEM NO.<br>(a)  | SUPPLIES/ SERVICES<br>(b) |  |  | QUANTITY<br>(c)  | UNIT<br>(d)  | UNIT PRICE<br>(e)  |                                      | AMOUNT<br>(f)                                  |  |
|  | <b>SEE SCHEDULE</b>       |  |  |  |  |  |                                      |  |  |
| 12. DISCOUNT FOR PROMPT PAYMENT  |                           | a. 10 CALENDAR DAYS<br>%   |  | b. 20 CALENDAR DAYS<br>%                                   |  | c. 30 CALENDAR DAYS<br>%   |                                      | d. CALENDAR DAYS<br>No.                      % |  |
| <b>NOTE: Additional provisions and representations [   ] are [   ] are not attached.</b>   |                           |  |  |  |  |  |                                      |  |  |
| 13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)   |                           |  |  | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION       |  |  | 15. DATE OF QUOTATION                |  |  |
|  |                           |  |  | 16. NAME AND TITLE OF SIGNER (Type or print)               |  |  | TELEPHONE NO.<br>(Include area code) |  |  |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES                           | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001    | Install addition to OMS, Albemarle USAR FFP | 1        | Each |            |        |
|         | Install addition to OMS, Albemarle USAR     |          |      |            |        |
|         | PURCHASE REQUEST NUMBER: NC001P-E2CO-N001   |          |      |            |        |

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NET AMT

FOB: Destination

## Section C - Descriptions and Specifications

### STATEMENT OF WORK

**EVALUATION FACTORS:** Quotes will be evaluated as to Price, Past Performance.

Past Performance - Acceptable past performance will be based on evidence that the contractor has satisfactorily completed the same or similar work on schedule. See FAR Clause 52.0000-4023 titled "PREAWARD DATA".

**Central Contractor Registration (CCR) - Effective 1 June 1998, all contractors receiving Department of Defense (DoD) contract awards must be registered.**

**BASIS FOR AWARD:** Award will be made to the responsible Central Contractor Registered business whose price and past performance represents the best overall value to the Government.

**The estimated price for this project is between \$25,000.00 and \$100,000.00.**

**DEPARTMENT OF LABOR WAGE DETERMINATION GENERAL DECISION NO. NC020032 IS APPLICABLE.**

**(Reference: <http://www.ceals.usace.army.mil/netahtml/wage.html>)**

## **GENERAL AND SPECIAL PROVISION**

### **PROJECT: WA-00004-2P**

1. **GENERAL:** The contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, and any other items necessary to install pre-engineer building addition to OMS shop. All work will be in strict compliance with these specifications, construction standards, building codes, and other contract documents.

2. **LOCATION:** USAR CENTER @ ALBEMARLE, NC

3. **SITE VISIT:** It is the intent of the Government that all prospective bidders visit the project site prior to bidding. Failure to visit the project site will not disqualify a bid, however, the bidder acts at his own risk and will not be relieved from complying with the terms and conditions of any resultant contract by reason of such failure. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. See FAR Clause 52.236-27 or it's Alternate I for Site Visit instructions.

4. **QUALITY CONTROL:** The Contractor shall provide the job superintendent's name and telephone number to the Contracting Officer and to PWBC, Construction Management Division, Butner Road; (910) 396-3022, Mr Fred Plummer, (3) **three days** prior to commencing work. Project Manager is Mr Dale McNeill 396-8464.

4.1. The Contractor shall accomplish all work skillfully and in accordance with good industry practices and IAW manufacturer's recommendations and specifications. All work shall conform to current codes and industry and construction standards.

5. **SPECIAL PROVISIONS:**

**5.1. Hours of Work:** The Contractor shall accomplish all work between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. No work will be done on weekends or Federal holidays without prior written approval from the Contracting Officer.

**5.2. EXCAVATION PERMIT:** The Contractor shall have a completed and approved PWBC Excavation Permit in his possession prior to any excavation, to include sign or post-hole holes. The Contractor shall schedule an appointment to locate utility lines at least 24 hours prior to any excavation with the PWBC, Facility Maintenance Division, building 3-1634, Butner Road; (910) 396- 2772. The Contractor shall also be responsible for coordination with the Directorate of Information Management (DOIM), Outside Plant Branch; building 1-1434, Scott Street; (910) 396-8200, for location of communication lines prior to any excavation.

**5.3. OCCUPANCY:** The building will be occupied during accomplishment of work. Interference with and inconvenience to the occupants or routine use of the facility shall be held to an absolute minimum. The Contractor is responsible for providing such coverings, shields, and barricades as required to protect the facility occupants, furniture, equipment, supplies, etc., from dust, debris, weather intrusion, or other damage resulting from construction.

**5.4. CLEAN UP:** The Contractor shall remove all trash, debris or surplus materials from the work site at the end of each work day and shall leave the work site clean of all debris when work is completed. The Contractor shall coordinate with the COR in obtaining a PWBC dumping permit.

**5.5.** The Contractor shall not employ any person who is an employee of the U.S. Government if the employment of that person would create a conflict of interest.

**5.6.** Contractor's employees shall wear distinctive clothing bearing the company's name or wear a badge, which contains the company's name and the employee's name, clearly displayed at all times while working on Fort Bragg. The Contractor shall be responsible for the conduct and appearance of his/hers employees while working at Fort Bragg.

**5.7. The Contractor is required to adhere to the safety requirements outlined in the Corps of Eng Manual EM 385-1-1.**

**5.8. Security, Safety, and Fire Protection:** While working on Fort Bragg and other Government installations, you are required to comply with all Ft Bragg Security, Fire and Safety regulations/rules. You are also required to comply with all OSHA requirements. Safety equipment must be worn on all construction sites.

**5.9. A minimum of one year warranty on all materials and workmanship is required.**

**6. TECHNICAL EXHIBIT #1 WAGE DETERMINATION.**

## **SCOPE OF WORK**

Project Number WA-00004-2P, Install Addition to OMS, Albemarle USAR Center

**Project Location: Albemarle USAR Center (Stanly County), 1816 E. Main Street, Albemarle, NC 28001**

1. Install a 20-ft wide X 40-ft long X 12-ft high pre-engineered metal addition to motor pool. Work shall include upgrading electrical panel, installing bathroom, water heater, water cooler, HVAC and offices. New addition shall meet the NC Building Code live load and wind load requirements. Contractor shall submit shop drawings and calculations on metal addition, column footings and column piers from metal building manufacturer. Metal columns shall be non-tapered. A professional engineer registered in the State of North Carolina shall seal drawings.

a. Existing concrete slab shall be cut and removed at locations for installation of footings for column piers. The back corner of existing slab shall be cut and removed for the installation of supply and waste lines for bathroom.

b. Install waste and supply piping for toilet, urinal, sink, water heater and water cooler. A 4" waste line shall be installed from new addition and installed to sewer manhole. A ¾inch, plastic waterline shall be connected to water line at faucet located beside hazard materials building. New line shall be installed a minimum of 24 inches deep. A brass cut-off shall be installed in a valve box beside of new addition. All supply lines entering building shall be CPVC pipe. Water supply shall enter building at closet location that will be built on back wall. All plumbing shall be installed in accordance with NC plumbing codes.

c. Welded wire fabric shall be mechanically fastened to existing concrete slab. Concrete shall be installed on existing slab to a height level with floor in motor pool. Welded wire fabric shall be also installed in new concrete slab.

d. Disconnect and remove lights on brick wall.

e. Vehicle exhaust system shall be relocated and reinstalled to vent through existing opening in roof. Exhaust louver on exterior shall be removed and brick installed in opening. Block shall be installed on interior side and painted to match existing.

f. Disconnect and remove 100-amp panel and service riser in motor pool. Install a 3-phase, 200-amp, main breaker, 42-circuit, 4/wire panel. Install new 200-amp service riser and connect to existing overhead feeders. Reconnect all existing branch circuits to new panel. Install a 100 amp, main breaker, 3 phase, 5/wire, 24 circuit sub-panel on opposite side wall. Install 100 amp feeders between panels. Feeders shall be installed in EMT across ceiling. All wiring shall be in accordance with NC Electrical Code.

g. Install 20-ft wide X 40-ft long metal addition. Building shall be 12-ft high on brick side. Roof slope shall be ½ on 12. Roof shall slope to 20-ft side. Metal columns for addition shall be non-tapered. Addition shall be clear span. Roof and wall panels shall be 26 gauge metal. Wall panels shall have a baked on finish. Roof and walls of addition shall have 3-inches of vinyl covered insulation. Building shall have gutters and downspouts installed. Concrete splash blocks shall be installed at downspouts. Fixed 2-ft X 2-ft louvers shall be installed above lay-in ceiling at each end of addition. The brick shall be saw cut along the entire length of metal addition. Aluminum flashing shall be installed in saw cut and overlapped over roof for a weatherproof seal. Saw cut in brick shall be caulked.

h. Install a 3-ft. X 7-ft. door in center of front-end of addition. Doorframe shall be 16 gauge hollow metal. Door shall be 1 ¾ thick, 18 gauge metal. Install 24-inch wide X 30-inch high, insulated glass panel in door. Door shall be installed with 1 ½pair of ball bearing type hinges. Hinges shall have non-removal pins. Door shall have a grade 2 door closer installed. An 8-inch wide stainless steel kick plate shall be installed on door. A grade 1, series 4000, F81 lockset shall be installed. Lock shall have 4 keys. An aluminum threshold shall be installed. Existing entrance door and jamb to motor pool shall be removed. A new 16-gauge hollow metal doorframe shall be installed. New door shall be 1 ¾ thick, 18 gauge metal. Install 24-inch wide X 30-inch high, insulated glass panel in door. Door shall be installed with 1 ½pair of ball bearing type hinges. Door shall have a grade 2 door closer installed. An 8-inch wide stainless steel kick plate shall be installed on door. A grade 1, series 4000, F81 lockset shall be installed. Lock shall have 4 keys.

i. Install 2 each, 3-ft. wide X 4-ft. high, double hung, insulated windows. Install 1 on each side of door, half way between door and edge of building. Windows shall be bronze color, lockable and have screens on bottom half of window.

j. Install 22 gauge, 3 1/2 wide, metal studs along interior of building. Lay-in ceiling height shall be 8-ft. Install studs for a 9-ft. wide X 7-ft. deep room at back right for bathroom. Install studs for a 3-ft. X 3-ft. closet on back wall. Install studs along back wall for chase to conceal HVAC duct. Install 3-ft. X 7-ft., 18-gauge metal frame for bathroom door. Install a 2-ft.8-inch X 7-ft., 18-gauge metal frame for closet door.

k. Install following electrical circuits from new 100-amp panel. All circuits shall be installed in EMT or flexible metal conduit. Install electrical circuit to bathroom for 20-amp GFI receptacle, light over sink, 4-tube fluorescent fixture in ceiling and exhaust fan. Install a 120-volt, 30-amp circuit for water heater. Install 2 each, 120 volt, 20 amp circuits for light fixtures. Install 120 volt, 20 amp, circuit for water cooler. Install 2 each, 120-volt, 20-amp circuits for receptacles. Install 208 volt, 30-amp circuit for package HVAC unit that will be installed at back of addition. A NEMA 3R, disconnect shall be installed at location of HVAC unit.

l. Install 7 each, single gang boxes for future telephone drops. Install 1/2 EMT from each box to area above ceiling.

m. Install package HVAC unit. Unit shall have gas heating and electric cooling. Unit shall be rated at 2 1/4 tons cooling and 60,000 heating input. Make connections to gas line behind motor pool and install gas line to unit. Install gas cut-off and regulator and make connections to unit. Install metal duct from unit to inside for supply and return. Duct shall be sized in accordance to SMACNA requirements. Duct shall be metal. Short sections of flexible duct shall only be used to make connections at registers. All supply and return duct shall be insulated with external wrap insulation. Unit shall be installed on concrete slab. A 7 day, electronic programmable thermostat shall be installed.

n. Install GFI outlet in bathroom, 20-amp outlet for water cooler and 12 each, 20 amp outlets along wall. The outlets along wall shall be divided between 2 each, 120-volt circuits. Install a 2-tube, 36" long fluorescent fixture above sink. Install a 48" long, 4-tube lay-in fixture in bathroom. Install a 90 CFM, ceiling mounted, exhaust fan in bathroom. Duct shall be installed from fan to exterior back wall and wall cap with louver installed. Exhaust fan and lights shall be controlled by single pole switch at door. A 2 head modern type emergency light with battery back-up shall be installed in bathroom. Install 12 each, 48" long, 4 tube lay-in fixtures in addition. The fixtures shall be divided between 2 each, 120-volt circuits. These fixtures shall be controlled by 3/way switches located at entrance door and at door to motor pool. All fluorescent fixtures shall have electronic ballasts and 32 watt, T8 type lamps. Install a 175-watt, metal halide wall pack fixture on side of building. Fixture shall be brown color and have photocell installed. Install a 70-watt, metal halide, mini, wall mounted fixture beside entrance door. Fixture shall be brown color with photocell. This fixture shall be controlled by switch on inside at door. A 2 head, modern type emergency light shall be installed on one sidewall. A modern type, 2 head, combination emergency light & exit light shall be installed above entrance door to new addition. Both light shall have 6 volt, lead acid type battery backup.

o. Install 1/2 thick, drywall on metal studs. The drywall shall be finished and painted. Install lay-in ceiling. New ceiling shall be lay-in type on a 2-ft. X 2-ft. grid. The suspension system shall be Commercial Grade, class A, 15/16" standard exposed grid, white in color with matching cross tees and trim. Ceiling grid shall be secured at a minimum of 4-ft. on center. Ceiling panels shall be 2-ft. X 2-ft., 5/8-inch thick, mineral fiber acoustical tile.

p. Install 12" square X 1/8" thick, vinyl composition tile throughout new addition. Vinyl wall base, 4" high, shall be installed along all walls. A transition strip shall be installed at door to motor pool.

q. Install a flush valve type toilet and urinal. Urinal shall have an automatic flush valve installed. Install a 36" wide counter top lavatory with sink. Sink shall have a Delta or equal, single level faucet installed. A soap dispenser and stainless steel paper towel dispenser shall be installed at sink. A 36" wide mirror shall be installed above sink. A urinal partition shall be installed at end of sink. A toilet partition with door shall be installed around toilet. Both partitions shall be secured to wall and floor. Partitions shall be plastic laminate type. Install a wall mounted water cooler. Water cooler shall be rated at 8 GPH.

r. Install solid core wood doors to bathroom and closet. Doors shall be installed with 1 1/2 pair of ball bearing hinges. Doors shall be stained and varnished. Both doors shall have passage locks installed. Both doors shall have 8-inch wide stainless steel kick plates installed. Doorstops shall be installed to prevent damage to walls.

s. Install a 48" wide by 48" deep canopy above entrance door. Canopy shall match wall panels.

## Section I - Contract Clauses

FAR CLAUSES

**FAR CLAUSES**  
REVISED MARCH 2002

|           |  |          |
|-----------|--|----------|
| 52.202-1  | Alt I Definitions (Oct 1995) – Alternate I   | MAY 2001 |
| 52.209-6  | Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUN 1999 |
| 52.211-14 | Notice of Priority Rating For National Defense Use   | SEP 1990 |
| 52.211-15 | Defense Priority And Allocation Requirements   | SEP 1990 |
| 52.219-6  | Notice of Total Small Business Set-Aside   | JUL 1996 |
| 52.222-3  | Convict Labor  | AUG 1996 |
| 52.222-6  | Davis Bacon Act  | FEB 1995 |
| 52.222-7  | Withholding of Funds   | FEB 1988 |
| 52.222-8  | Payrolls and Basic Records   | FEB 1988 |
| 52.222-9  | Apprentices and Trainees   | FEB 1988 |
| 52.222-10 | Compliance with Copeland Act Requirements  | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards)   | FEB 1988 |
| 52.222-12 | Contract Termination-Debarment   | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations  | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards  | FEB 1988 |
| 52.222-15 | Certification of Eligibility   | FEB 1988 |
| 52.222-21 | Prohibition of Segregated Facilities   | FEB 1999 |
| 52.222-26 | Equal Opportunity  | FEB 1999 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction  | FEB 1999 |
| 52.222-35 | Affirmative Action For Workers With Disabilities   | DEC 2001 |
| 52.222-37 | Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era  | DEC 2001 |
| 52.223-3  | Hazardous Material Identification And Material Safety Data   | JAN 1997 |
| 52.225-5  | Buy American Act – Construction Materials  | FEB 2002 |
| 52.225-11 | Restrictions On Certain Foreign Purchases  | FEB 2002 |
| 52.228-11 | Pledges of Assets  | FEB 1992 |
| 52.228-14 | Irrevocable Letter of Credit   | DEC 1999 |
| 52.229-2  | North Carolina State and Local Sales and Use Tax   | APR 1984 |
| 52.232-5  | Payments under Fixed-Price Construction Contracts  | MAY 1997 |
| 52.232-23 | Alt I Assignment of Claims (Jan 1986) – Alternate I  | APR 1984 |
| 52.232-27 | Prompt Payment for Construction Contracts  | FEB 2002 |
| 52.232-33 | Mandatory Information for Electronic Funds Transfer Payment  | AUG 1996 |
| 52.232-34 | Payment by Electronic Funds Transfer Other than CCR  | MAY 1999 |
| 52.232-36 | Payment by third party   | MAY 1999 |
| 52.233-1  | Disputes   | DEC 1998 |
| 52.233-3  | Protest After Award  | AUG 1996 |
| 52.236-2  | Differing Site Conditions  | MAY 1999 |
| 52.236-3  | Site Investigation and Conditions Affecting the Work   | APR 1984 |
| 52.236-5  | Material and Workmanship   | APR 1984 |
| 52.236-6  | Superintendence by the Contractor  | APR 1984 |
| 52.236-7  | Permits and Responsibilities   | NOV 1991 |
| 52.236-9  | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements                                    | APR 1984 |
| 52.236-10 | Operations and Storage Areas   | APR 1984 |
| 52.236-12 | Cleaning Up  | APR 1984 |



|              |  |          |
|--------------|--|----------|
| 52.236-13    | Accident Prevention  | NOV 1991 |
| 52.236-14    | Availability and Use of Utility Services                                 | APR 1984 |
| 52.236-21    | Specifications and Drawings for Construction                             | FEB 1997 |
| 52.236-26    | Preconstruction Conference   | FEB 1995 |
| 52.242-14    | Suspension of Work   | APR 1984 |
| 52.243-5     | Changes and Changed Conditions   | APR 1984 |
| 52.245-3     | Identification of Government-Furnished Property                          | APR 1984 |
| 52.245-4     | Government-Furnished Property (Short Form)                               | APR 1984 |
| 52.246-12    | Inspection of Construction   | AUG 1996 |
| 52.246-21    | Warranty of Construction   | MAR 1984 |
| 52.249-1     | Termination for Convenience of the Government (Fixed Price) (Short Form) | APR 1984 |
| 52.249-10    | Default (Fixed-Price Construction)                                       | APR 1984 |
| 252.201-7000 | Contracting Officer's Representative                                     | DEC 1991 |
| 252.204-7001 | Commercial And Government Entity (CAGE) Code Reporting                   | AUG 1999 |
| 252.204-7003 | Control of Government Personnel Work Product                             | APR 1992 |
| 252.204-7004 | Required Central Contractor Registration                                 | NOV 2001 |
| 252.225-7031 | Secondary Arab Boycott of Israel   | JUN 1992 |
| 252.227-7033 | Rights in Shop Drawings  | APR 1966 |
| 252.236-7000 | Modification Proposals – Price Breakdown                                 | DEC 1991 |
| 252.242-7000 | Postaward Conference   | DEC 1991 |
| 252.243-7001 | Pricing of Contract Modifications  | DEC 1991 |

## **Invoices/Payment Method**

- a. **Invoices: Provide the original invoice to the following address:**  
**PWBC, CMD, ATTN: MR Fred Plummer Fort Bragg, NC 28310**
- b. **Payment will be made by: Select one of the following payment methods:**
  - (1) **IMPAC (Visa Purchase Card) or**
  - (2) **DFAS (Electronic Funds Transfer)**

CLAUSES INCORPORATED BY FULL TEXT

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

|                                   |                          |
|-----------------------------------|--------------------------|
| New Year's Day                    | 1 January                |
| Martin Luther King Jr.'s Birthday | Third Monday in January  |
| George Washington's Birthday      | Third Monday in February |
| Memorial Day                      | Last Monday in May       |

|                  |                             |
|------------------|-----------------------------|
| Independence Day | 4 July                      |
| Labor Day        | First Monday of September   |
| Columbus Day     | Second Monday of October    |
| Veteran's Day    | 11 November                 |
| Thanksgiving     | Fourth Thursday of November |
| Christmas Day    | 25 December                 |

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

#### 52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

| KIND:   | AMOUNT:   |
|---|---|
| Workmen's Compensation and Occupational Disease Insurance   | Amount required by the State in which this contract is performed  |
| Employer's Liability Insurance                              | \$100,000   |
| Comprehensive General Liability Insurance for Bodily Injury | \$500,000 per occurrence  |
| Comprehensive Automobile Liability                          | \$200,000 per person<br>\$500,000 per occurrence for Bodily Injury and<br>\$20,000 per occurrence for Property Damage |
| (End of Clause)   |   |

#### 52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- 53 Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- 54 Ability to comply with required schedules;
- 55 Past record of integrity;
- 56 Past record of performance; and
- 57 Ability to meet other qualifications and eligibility requirements to receive an award of a contract.

- 58 An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 \_\_\_\_\_  
 —

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 \_\_\_\_\_  
 —

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_ Description: \_\_\_\_\_  
 \_\_\_\_\_  
 —

Financial Reference:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

(End of Clause)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

59 The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

c. Those prices,

(3) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **05** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **(50) FIFTY DAYS THEREAFTER**. \* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$135.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 235510.

(2) The small business size standard is \$11.5 million in average annual receipts for the preceding three years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;



(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

\_\_\_\_ 50 or fewer    \_\_\_\_ \$1 million or less

\_\_\_\_ 51 - 100    \_\_\_\_ \$1,000,001 - \$2 million

\_\_\_\_ 101 - 250    \_\_\_\_ \$2,000,001 - \$3.5 million

\_\_\_\_ 251 - 500    \_\_\_\_ \$3,500,001 - \$5 million

\_\_\_\_ 501 - 750    \_\_\_\_ \$5,000,001 - \$10 million

\_\_\_\_ 751 - 1,000    \_\_\_\_ \$10,000,001 - \$17 million

\_\_\_\_\_ 17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 26.2  | 6.9   |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is NC.

(End of provision)

#### 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

**(1) PAYMENT BOND OR (2) IRREVOCABLE LETTER OF CREDIT.**

- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within 10 days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

**11 Sep 02 @ 10:00am**

(c) Participants will meet at--

**USAR CENTER @ ALBEMARLE , NC.**

(End of provision)